

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: May 22, 2014

Action Requested By: Legal

Agenda Type: Ordinance

Subject Matter:

Lease Agreement for elevated walkway, Twickenham Square.

Exact Wording for the Agenda:

Ordinance declaring a portion of Lot 4A of Twickenham Square Subdivision Phase II surplus and authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and Twickenham Square Venture, LLC.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: Yes

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: _____

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: May 22, 2014

ORDINANCE NO. 2014-_____

WHEREAS, Twickenham Square Venture, LLC, a Delaware limited liability company ("TSV"), is developing an apartment complex on Lot 4B of Twickenham Square Subdivision Phase II as the same appears of record in the Office of the Judge of Probate of Madison County, Alabama as Document No. 20120905000567540, a Resubdivision of Lots 4 and 5 of Twickenham Square Subdivision, as recorded in Document No. 20120427000257150, Probate Records of Madison County, Alabama ("Twickenham Square Subdivision Phase II"); and

WHEREAS, the City of Huntsville, Alabama, owns and operates a multi-story public parking garage on Lot 4A of Twickenham Square Subdivision Phase II; and

WHEREAS, TSV desires to construct an elevated walkway to connect its apartment complex to the public garage to facilitate access between the garage and the apartment complex, and in order to provide said connection a portion of the elevated walkway must be constructed on and installed above a small portion Lot 4A of Twickenham Square Subdivision Phase II; and

WHEREAS, the City Council of the City finds: (1) that the construction of the elevated walkway will benefit the City and the public by providing a convenient means of access between the City's public garage and TSV's apartment complex; and (2) that the premises to be leased are no longer needed for public or municipal purposes except to the extent the City has reserved certain rights of access to its garage.

NOW, THEREFOR, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Lease Agreement on behalf of the City of Huntsville, a municipal corporation within the State of Alabama, which Lease Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Lease Agreement between the City of Huntsville and Twickenham Square Venture, LLC (Elevated Walkway)" consisting of 11 pages, including an Exhibit "A", and the date of May 22, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said Lease Agreement being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of May, 2014.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of May, 2014.

Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON) **LEASE AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND TWICKENHAM SQUARE
VENTURE, LLC (ELEVATED WALKWAY)**

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the 22nd day of May, 2014, by and between the CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama, as Lessor (the "Lessor"), and TWICKENHAM SQUARE VENTURE, LLC, a Delaware limited liability company, as Lessee (the "Lessee").

WITNESSETH:

FOR AND IN CONSIDERATION of (a) the Rent herein reserved and to be paid to Lessor by Lessee, (b) the herein contained demise, lease, and rent of the Leased Premises by Lessor to Lessee, (c) the mutual agreements, covenants and terms of this Lease, (d) the execution, acknowledgment and delivery of this Lease by Lessor and by Lessee and (e) other good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly acknowledged by Lessor and Lessee, and intending to be legally bound hereby, Lessor and Lessee agree and covenant with and unto each other, as follows:

1. **Definitions:** For purposes of the Lease, the following capitalized words, terms and phrases shall have the following meanings, except where the context clearly indicates a different meaning or unless otherwise more specifically defined in this Lease:

Facility means the elevated pedestrian walkway and related appurtenances connecting the Garage to the Apartment Complex designed and intended to convey persons and property between the Garage and Apartment Complex.

Apartment Complex means the apartment complex and related appurtenances constructed on Lessee's Property.

Garage means the parking garage and related appurtenances constructed on Lessor's Property.

Leased Premises means the real property described hereinafter in subsection 2(a).

Lessor means the City of Huntsville, Alabama, or the lawful successor, transferee, or assignee thereof, and where necessary for the purposes of the administration of the Lease includes, but is not limited to, the Lessor's delegated authorities or representatives authorized to perform as contemplated.

Lessee means Twickenham Square Venture, LLC, or the lawful successor, transferee, or assignee thereof.

STATE OF ALABAMA)
)
COUNTY OF MADISON) **LEASE AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND TWICKENHAM SQUARE
VENTURE, LLC (ELEVATED WALKWAY)**

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WITNESSETH:

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1. **Definitions:** For purposes of the Lease, the following capitalized words, terms and phrases shall have the following meanings, except where the context clearly indicates a different meaning or unless otherwise more specifically defined in this Lease:

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Lessor means the City of Huntsville, Alabama, or the lawful successor, transferee, or assignee thereof, and where necessary for the purposes of the administration of the Lease includes, but is not limited to, the Lessor's delegated authorities or representatives authorized to perform as contemplated.

Lessee means Twickenham Square Venture, LLC, or the lawful successor, transferee, or assignee thereof.

Lessor's Property means Lot 4A of the Subdivision and improvements thereto, and the air space above Lot 4C of the Subdivision reserved under that certain *Statutory Warranty Deed with Reservation of Air Space and Easement for Support and Maintenance*, as recorded in Document No. 20121019000675720, in the Office of the Judge of Probate of Madison County, Alabama, and improvements thereto.

Lessee's Property means Lot 4B of the Subdivision and improvements thereto.

Service Easement 1 means "U&D/SERVICE EASEMENT 1" as shown on the final plat of the Subdivision, which easement, according to plat note 7 of the final plat of the Subdivision includes a service easement that allows "for garbage and service access to Lot 4B".

Service Easement 2 means "SERVICE EASEMENT 2" as shown on the final plat of the Subdivision, which easement, according to plat note 7 of the final plat of the Subdivision allows "for garbage and service access to Lot 4B".

Subdivision means Twickenham Square Subdivision Phase II as the same appears of record in the Office of the Judge of Probate of Madison County, Alabama as Document No. 20120905000567540, a Resubdivision of Lots 4 and 5 of Twickenham Square Subdivision, as recorded in Document No. 20120427000257150, in the Office of the Judge of Probate of Madison County, Alabama.

2. Demise; Non-interference of Service Easement; and Reservation of Rights:

(a) Subject to subsections (b) and (c) of this section 2, Lessor hereby demises, leases and rents unto Lessee, its successors and assigns, and Lessee, for itself and its successors and assigns, hereby leases and rents from Lessor, subject to the restrictions and limitations regarding use thereof as provided in section 3, below, the following-described real property situated, lying and being in the City of Huntsville, County of Madison, State of Alabama, to-wit (hereinafter the "Leased Premises"):

Real property described in Exhibit "A" attached hereto and, by this reference, incorporated herein and made a part hereof, together with all air space and rights located within the vertical planes extended upward from the surface of the ground to the highest point of the Facility, within the boundaries of the real property described in Exhibit "A".

TO HAVE AND TO HOLD unto Lessee, its successors and assigns, the Leased Premises upon the agreements, covenants and terms set forth herein.

(b) Lessee, for itself and its successors and assigns, takes the Lease subject to Service Easement 2, and Lessee, as owner of Lessee's Property, for itself and its successors and assigns,

hereby represents, warrants, agrees, and covenants, which covenant runs with the land and binds subsequent owners of Lessee's Property, that this Lease and its use of the Leased Premises in accordance with the terms of this Lease, including, but not limited to, the construction, use, operation, maintenance, and repair of the Facility, is not and will not be contrary to or inconsistent with the easement rights granted to the then-current owner of Lessee's Property under Service Easement 2, and hereby, for itself and its successors and assigns, waives any rights it may have in law or in equity, now or in the future, to claim otherwise.

(c) Notwithstanding anything to the contrary contained in this Lease, Lessor hereby reserves unto itself, its successors and assigns, and Lessee hereby agrees, for itself and its successor and assigns that Lessor shall have, the right to access all or any part of the Leased Premises, at any time and from time to time, in order to perform, or have performed, any and all acts reasonably necessary to construct, reconstruct, use, operate, maintain, repair and/or replace Lessor's Property, including but not limited to the Garage; provided, however, that Lessor, in performing any activities permitted by this subsection 2(c), shall (i) not unreasonably disturb Lessee's use and enjoyment of the Leased Premises, (ii) take reasonable steps to avoid damage and/or destruction of the Facility, and (iii) perform such activities without unreasonable delay. Notwithstanding the foregoing, Lessee acknowledges and agrees that because the Facility is connected to the Garage there may be occasions when, in order to perform the activities permitted by this subsection 2(c), it may be necessary to temporarily interrupt access to the Facility. In such case, Lessor and Lessee agree to cooperate with each other in interrupting access to the Facility, on a temporary basis; provided, however, the costs and expenses shall be borne by the Lessor and further provided, however, that in the event such interruption of access shall exceed or reasonably be anticipated to exceed eight (8) hours in duration, then Lessor and Lessee agree to cooperate with each other to provide Lessee with alternative and reasonably convenient access to the Garage. In the event that Lessor, in performing any activities permitted by this subsection 2(c), shall cause damage to or destroy the Facility, Lessor shall immediately, at its own cost and expense, restore the Facility to the condition existing immediately prior to such activity. Further, Lessor shall hold Lessee harmless from and against any all claims, liabilities, damages, losses, costs, and expenses of any kind or nature whatsoever (including without limitation attorneys' fees, expenses and court costs) suffered, incurred or sustained by Lessee as a result of, by reason of, or in connection with any acts or omissions of any employees, agents, contractors, subcontractor or other persons or entities engaged by Lessor to perform the activities permitted by this subsection 2(c).

3. Use of Leased Premises: Lessee shall use the Leased Premises solely for the purpose of construction, reconstruction, operation, use, maintenance, repair and replacement of the Facility. The Facility shall be constructed in accordance with the location, character, and extent approval of the Facility by the Planning Commission for the City of Huntsville, Alabama. In no event shall Lessee use the Leased Premises for any other purpose, including, but not limited to, the installation, erection, or display of any sign or advertisement. Lessee shall, at its cost and expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations in connection with its lease and use of the Leased Premises. Lessee shall not use the Leased Premises for an illegal purpose or violate any applicable statute, regulation, rule, or order of any government body nor create or allow to exist any nuisance or trespass nor

do any act on or about the Leased Premises or bring anything onto or into the Leased Premises which will in any way increase the rate of insurance on the Leased Premises nor damage or deface the Leased Premises.

4. Term: The term of this Lease, unless terminated sooner in accordance with the provisions of this Lease, shall commence on the date first written above ("Commencement Date") and, thereafter, shall run and continue to run concurrently with the term, as such term may be extended, of that certain City Parking Garage Lease Agreement (Multifamily Component) by and between the City of Huntsville and Twickenham Square Venture, LLC, dated October 19, 2012, and as recorded as that certain Memorandum of City Parking Garage Lease Agreement (Multifamily Component), in the Office of the Judge of Probate of Madison County, Alabama, Document No. 20121019000675850; provided, however, in no event shall the term of this Lease exceed ninety-nine (99) years from the Commencement Date.

5. Rent:

(a) As monetary consideration of and for the Lease, Lessee has this day paid Lessor the sum of Ninety-nine and No/100 Dollars (\$99.00), the receipt and sufficiency of which are hereby expressly acknowledged by Lessor and by Lessee as a good, valuable and binding consideration of and for this Lease.

(b) As additional consideration of and for this Lease, Lessee agrees that it will, during the term of the Lease, at its own cost and expense, be responsible for maintaining Service Easement 1 and Service Easement 2 clean, presentable and free of litter, rubbish, debris, and other waste; and, failing therein, Lessor may, after 30-days advance written notice to Lessee, who shall have the right during this 30-day period to cure the deficiency, perform, or have performed, such work, and bill the Lessee and Lessee shall promptly reimburse Lessor for the costs and/or expenses incurred.

6. Disclaimer of Liability and Indemnification; Insurance:

(a) Lessor shall not at any time be liable to Lessee or to any other person or entity for any loss, injury, death or damage regardless of the cause. Lessee shall defend, indemnify and hold harmless Lessor, its present and future officials, officers, employees, representatives, and agents, from and against any and all liability, loss or damage which Lessor may incur as a result of claims, demands, expenses, costs (including attorneys' fees through appeal) or judgments against it arising from Lessee's lease and use of the Leased Premises, except to the extent such liability, loss or damage is caused by or the result of Lessor's gross negligence or willful misconduct. Nothing contained in this section 6 shall be construed as a waiver of any immunity or statutory protection of the Lessor and no third party may expand any recovery against the Lessor due to the Lessee's duty of indemnification. This section shall survive the termination or expiration of the Lease.

(b) Lessee, at its own cost and expense, shall obtain and maintain in effect throughout the term of this Lease, commercial general liability insurance, written on an occurrence basis,

against claims of personal injury or death and property damages caused by an occurrence on the Leased Premises and/or against all liability assumed by Lessee hereunder as well as liability imposed by law, in a minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit and shall name Lessor, its present and future officials, officers, employees, representatives, and agents, as "additional insureds". Additional insured status shall be through ISO Additional Endorsement CG 20 11 04 13 or equivalent that is sufficient to provide the coverage required by this Lease. Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the State of Alabama and maintaining a Best rating of not less than "A." Lessor may, at any time and from time to time, require Licensee to provide a Certificate of Insurance or other proof of insurance.

7. Notices: All notices or demands hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail return receipt requested, to Lessor or Lessee, as the case may, at the following addresses:

If to Lessor, to: Office of the City Attorney
for the City of Huntsville, Alabama
Attention: City Attorney
308 Fountain Circle
Huntsville, AL 35801

If to Lessee, to: Twickenham Square Venture, LLC
c/o Bristol Development Group, LLC
Attention: Chief Financial Officer
381 Mallory Station Road, Suite 204
Franklin, TN 37064

With a courtesy copy to: The Northwestern Mutual Life Insurance Company
Attention: Real Estate Department
Re: JV 333643
720 East Wisconsin Avenue
Milwaukee, WI 53202

All notices or demands shall be deemed effective, if personally delivered, upon delivery, and if mailed, certified mail, return receipt requested, three (3) days after mailing. The Lessor or Lessee may from time to time designate in writing any other person for this purpose to the other party; provided, however, in no event will either the Lessor or Lessee be required at any time to send any notices or demands to more than two (2) designated persons, even in the event that this Lease is transferred or assigned in whole or part. Notwithstanding anything herein to the contrary, failure of the Lessor to provide the courtesy copy, as noted above, shall in no way defeat the effectiveness of the notices and/or demands provided by Lessor to Lessee.

8. Legal Authority: Lessor and Lessee each represent to each other that they have all necessary authority and power to enter into this Lease.

9. Access to Facility; Parking Space: The proposed Facility shall be designed and constructed in a manner which will permit access to the Facility for the purpose of inspection, maintenance and reconstruction when necessary. In order to allow access to and from the elevated walkway portion of Lessee's Facility to the Garage it will be necessary to eliminate one parking space in the Garage. Lessee shall design and construct the Facility so that no more than one parking space in the Garage will be eliminated in order to accommodate the elevated walkway portion of the Facility, unless Lessor, through its Director of Parking consents to same, who may require that Lessee reimburse the Lessor for all costs and expenses associated with the loss of additional parking space(s). Notwithstanding the foregoing, in the event Lessor makes any change to the Garage for Lessor's benefit or for the benefit of any other lessee or user of the Garage that would result in more than one parking space in the Garage being eliminated in order to accommodate access to and from the elevated walkway portion of Lessee's Facility, Lessee shall have no liability for any costs or expenses associated with the loss of such additional parking space(s).

10. Abandonment or Nonuse; Breach; Termination:

(a) Lessor shall have the right to terminate this Lease in the event of: (a) Lessee's voluntary abandonment of the Leased Premises, (b) Lessee's voluntary and material nonuse of the Leased Premises for the Facility for a period in excess of twelve (12) consecutive months, or (c) a material breach of this Lease after having been given written notice and a 30-day cure period or, if such condition is not capable of being cured within thirty (30) days, Lessee's failure to commence curative action within thirty (30) days after notice thereof and pursue the same with reasonable dispatch until completion; provided, however, no period of interruption of access to the Facility under subsection 2(c) shall be considered non-use under this subsection 10(a) nor shall any period in which Lessee's nonuse is due to the performance of any acts of construction, reconstruction, maintenance, repair and/or replacement of the Facility, including without limitation those required to be performed by Lessee under section 11.

(b) Upon the termination or expiration of the term of this Lease, Lessor may, at its sole discretion, require Lessee, by making written demand to Lessee within sixty (60) days after termination or expiration of the Lease, to remove from the Lessor's Property within a reasonable time, at Lessee's own cost and expense, all or any portion of the Facility. In removing the Facility, Lessee shall, at its own cost and expense, restore Lessor's Property to the reasonable satisfaction of Lessor. If Lessee fails to comply with the said removal order pursuant to this section, Lessor may, or may contract to, do so at Lessee's cost, expense, and risk, without liability to Lessor, and invoice Lessee therefor; which invoiced amount shall be paid by Lessee within thirty (30) days from notice of same. All or any portion of the Facility that is not removed from Lessor's Property after the termination or expiration of the Lease shall become the property of Lessor without charge to or compensation from Lessor and without further action by Lessor.

11. Maintenance by Lessee: Lessee shall, at its own cost and expense, maintain the Leased Premises, including but limited to the Facility, so as to assure that the structures and the area within the Leased Premises will be kept in good condition, order, and repair, both as to safety and appearance, including, but not limited to, the removal of graffiti, and that such

maintenance will be accomplished in a manner so as to cause no unreasonable interference with use of the Leased Premises or Lessor's Property. Such maintenance includes, but is not necessarily limited to, keeping the Leased Premises and the Facility clean and presentable and free of any litter, rubbish, debris, and other waste, and making repairs or replacements that are necessary in order to keep the Facility safe, presentable and structurally sound. In the event Lessee fails to perform its maintenance obligations, and such failure continues for thirty (30) days following written notice thereof or, if such failure is not capable of being cured within thirty (30) days, Lessee's failure to commence curative action within thirty (30) days after notice thereof and pursue the same with reasonable dispatch until completion, then Lessor shall have the right to enter the Leased Premises to perform, or have performed, such work, and bill the Lessee and Lessee shall promptly reimburse Lessor for the costs and/or expenses so incurred.

12. Recordation: Lessee may, at its cost and expense, cause the original of this Lease to be filed for record, recorded, and indexed under Lessor's and Lessee's names in the real estate records in the Office of the Judge of Probate of Madison County, Alabama.

13. Assignment and Subletting:

(a) Lessee shall not, by operation of law or otherwise, assign this Lease in whole or part, or sublet the Leased Premises, without the prior consent of Lessor in each instance, except in connection with the following permitted assignments (each a "Permitted Assignment"): (i) the sale, merger, reorganization or reincorporation of Lessee; or (ii) the sale, lease, mortgage or other disposition of all or a portion of Lessee's Property; provided, that, Lessor shall be provided written notice of the same within forty-five (45) days after the close of the transaction (such notice to include, as appropriate, the person to whom Lessor is to send notice under section 7 of the Lease). Without limiting the generality of the foregoing, Lessor hereby expressly grants to Lessee the right to, without further consent of Lessor, mortgage Lessee's interests in the Leased Premises and this Lease by virtue of the execution and delivery by Lessee of one or more leasehold mortgages granted in connection with any mortgage or other encumbrance upon the Lessee's Premises, upon the condition that all rights granted pursuant to such leasehold mortgages shall be subject to the terms of this Lease and to all rights and interests of Lessor hereunder. In the event that Lessee effectuates a Permitted Assignment and the assignment expressly requires that the assignee or sublessee assume all the duties, liabilities, and obligations imposed on the Lessee under the Lease and the assignee or sublessee expressly acknowledges and accepts such assignment in writing, then Lessee shall be relieved of any and all liability under this Lease provided that Lessee includes a copy of the executed assignment and assumption agreement evidencing same with its notice to Lessor as provided above.

On the occasion of a Permitted Assignment by the Lessee, Lessee may request in writing that Lessor, through its City Attorney or through the person administering this Lease on behalf of the Lessor, certify in writing whether or not, to the best of his/her then-current knowledge, information, and belief: (1) this Lease, if unmodified, is in full force and effect (or, if there has been a modification, that the same is in full force and effect as modified), and (2) notice of default has been issued by Lessor to Lessee within the ninety (90) days immediately preceding the date of the request. Lessor, through its City Attorney or through the person administering

this Lease on behalf of the Lessor, shall provide his/her written certification within forty-five (45) days after receipt of the request.

(b) In the event of the transfer and assignment by the Lessor of its interest in the Lease to a person expressly assuming Lessor's obligations under the Lease, and provided that Lessee receives written notice of the same within forty-five (45) days after the close of the transaction (such notice to include, as appropriate, the person to whom Lessee is to send notice under section 7 of the Lease) then Lessor shall be released from any further obligations hereunder, and Lessee agrees to look solely to such successor in interest of Lessor for performance of such future obligations.

14. Electrical Power and Other Necessary Utilities: Lessee shall be responsible for obtaining and maintaining any utility service to the Leased Premises that it desires.

15. Taxes: Lessee shall be responsible for paying all taxes, fees, and other assessments levied in connection with this Lease and Lessee's use of the Leased Premises pursuant hereto.

16. Beason-Hammon Alabama Taxpayer and Citizen Protection Act Affirmation (Ala. Code § 31-13-9(k)(1975)): "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

17. General Provisions: This Lease, along with all exhibits and attachments or other documents affixed hereto or referred to herein (including, without limitation, the legal description of the Leased Premises), embodies the entire agreement, intent and understanding of Lessor and Lessee as to the transaction contemplated and evidenced hereby and merges herein all prior and contemporaneous agreements, covenants, discussions, representations, statements and understandings heretofore made between Lessor and Lessee as to such transaction, whether written, oral or both. Any agreements, covenants, representations, statements or understandings by and between Lessor and Lessee as to such transaction not contained herein are and shall be null and void, unenforceable and of no force and effect. Neither this Lease nor any covenant, provision or term hereof, shall be amended, changed or modified in any respect, nor may any novation or waiver regarding the same be effectuated, without Lessor and Lessee first executing a writing, in equal dignity to this Lease, embodying their complete and full agreement and understanding as to such amendment, change, modification, novation or waiver. The parties to the Lease shall not be excused from complying with any of the covenants, terms and conditions of this Lease by any failure of the other upon one or more occasions to insist upon or to seek compliance with any such covenants, terms or conditions, nor shall such failure on the part of either party be construed or held to be a waiver of the party's rights thereafter to strictly enforce any provision of this Lease, or a waiver of any legal or equitable rights or remedies the parties may have in this Lease, or applicable law. This Lease and all of its covenants, provisions and terms, are to be construed, controlled, enforced, governed and interpreted in accordance with its

plain meaning by and under the laws of the United States of America and of the State of Alabama. As this Lease has been drafted jointly by Lessor and Lessee, after extensive consultation with their respective counsel, no presumption against the draftsmen of this Lease shall be indulged in the construction and/or interpretation hereof. Lessor's and Lessee's respective successors and assigns shall be fully bound by this Lease and each and every covenant, provision and term hereof just as they are bound. Each and every covenant, provision and term of this Lease inures, and shall inure, to the benefit of Lessor and Lessee and their respective successors and assigns.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be executed by their respective duly authorized officers as of the 22nd day of May, 2014.

ATTEST:

THE CITY OF HUNTSVILLE, ALABAMA
a municipal corporation within the
State of Alabama, Lessor

By: _____
Charles E. Hagood,
Its: City Clerk-Treasurer

By: _____
Tommy Battle, Mayor

ATTEST:

TWICKENHAM SQUARE VENTURE, LLC,
a Delaware limited liability company, Lessee

By: Twickenham Square Partners, LLC,
an Alabama limited liability company
Its: Authorized Member

By: _____

Its: _____

By: _____
Charles T. Carlisle, Manager

THIS INSTRUMENT WAS JOINTLY PREPARED BY: (1) J. CLARK PENDERGRASS, OF LANIER FORD SHAVER & PAYNE P.C., ATTORNEYS-AT-LAW, 2101 WEST CLINTON AVENUE, SUITE 102, HUNTSVILLE, ALABAMA 35805, TELEPHONE NUMBER: (256) 535-1100 AND (2) K. CLAUDIA ANDERSON, ASSISTANT CITY ATTORNEY FOR THE CITY OF HUNTSVILLE, ALABAMA, POST OFFICE BOX 308, HUNTSVILLE, ALABAMA 35804, TELEPHONE NUMBER: (256) 427-5026.

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, _____, a Notary Public in and for said County in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and Clerk-Treasurer, respectively, of the CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama, are signed to the foregoing Lease Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Lease Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

GIVEN under my hand and official seal on this the ____ day of _____, 2014.

My Commission Expires:

Notary Public
State of Alabama
County of Madison [SEAL]

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles T. Carlisle, whose name as Manager of Twickenham Square Partners, LLC, an Alabama limited liability company, as Authorized Member of TWICKENHAM SQUARE VENTURE, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal on this the ____ day of _____, 2014.

My Commission Expires:

Notary Public
State of Alabama
County of Madison [SEAL]

EXHIBIT "A"

ALL THAT PART OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, CITY OF HUNTSVILLE, MADISON COUNTY, ALABAMA AND LYING WITHIN LOT 4A OF TWICKENHAM SQUARE SUBDIVISION PHASE II AS RECORDED IN DOCUMENT NO. 20120905000567540 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON PIN (STAMPED CA451LS) MARKING THE SOUTHWEST CORNER OF SAID LOT 4A, AND LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF SAINT CLAIR AVENUE (50 FOOT RIGHT-OF-WAY); THENCE, ALONG THE WEST BOUNDARY OF SAID LOT 4A, NORTH 9 DEGREES 51 MINUTES 00 SECONDS WEST, 223.36 FEET TO A POINT; THENCE NORTH 80 DEGREES 09 MINUTES 00 SECONDS EAST, 10.00 FEET TO A POINT; THENCE NORTH 9 DEGREES 51 MINUTES 00 SECONDS WEST, 39.91 FEET TO A POINT; THENCE SOUTH 80 DEGREES 09 MINUTES 00 SECONDS WEST, 10.00 FEET TO A POINT; THENCE NORTH 9 DEGREES 51 MINUTES 00 SECONDS WEST, 8.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST BOUNDARY OF SAID LOT 4A, NORTH 9 DEGREES 51 MINUTES 00 SECONDS WEST, 18.00 FEET TO A POINT; THENCE, LEAVING THE WEST BOUNDARY OF SAID LOT 4A, NORTH 80 DEGREES 11 MINUTES 53 SECONDS EAST, 10.67 FEET TO A POINT ON THE WALL OF THE CITY PARKING GARAGE STRUCTURE; THENCE ALONG SAID STRUCTURE SOUTH 9 DEGREES 51 MINUTES 00 SECONDS EAST, 18.00 FEET TO A POINT; THENCE, LEAVING SAID STRUCTURE, SOUTH 80 DEGREES 11 MINUTES 53 SECONDS WEST, 10.67 FEET TO THE POINT-OF-BEGINNING AND CONTAINING 0.004 ACRES (192 SQUARE FEET) MORE OR LESS.

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Legal

Council Meeting Date: 5/22/2014

Department Contact: Peter Joffrion

Phone # 427-5026

Contract or Agreement: Lease Agreement for Elevated Walkway Twickenham

Document Name: Lease Agreement with Twickenham Square Venture

City Obligation Amount: 99.00

Total Project Budget:

Uncommitted Account Balance:

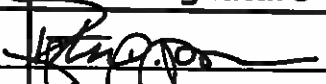



Account Number:

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		5-22-14
2) Legal		5-22-14
3) Finance		5/23/14
4) Originating		5-22-14
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		